



CITY OF HOLLISTER
COMMUNITY SERVICES DEPARTMENT; UTILITIES DIVISION
Office Location: 1291 South Street Hollister, CA 95023
Phone (831) 636-4377 Fax (831) 634-4946

September 1, 2015

Re: Notice Inviting Bids for Recycled Rubber Impact Attenuation Surfacing Material

Dear Interested Bidder:

The City of Hollister is seeking proposals from Bidders for Goods and Services for the Vista Hill Park Maintenance Rehabilitation Project. The purpose of the project is to provide an improved safe environment for children playing within the playground area.

The City desires to replace the existing surface material within the playground equipment use zone with a recycled rubber impact attenuation surfacing material ("Product") which meets or exceeds the latest updated guidelines for Public Playground Safety established by the U.S. Consumer Product Safety Commission (CPSC), American Standard for Testing Materials (ASTM), Americans with Disabilities Act (ADA), and the California Code of Regulations Title 22, Chapter 22 "Safety Regulations for Playgrounds".

The successful Bidder will be required to provide and deliver the Product to the Project site, or to a location as determined by the City of Hollister. City forces will perform the installation.

The City intends to negotiate with the successful Bidder a "not-to-exceed" cost for the Product. The cost for preparing a Bid in response to this proposal is the full and complete responsibility of the Bidder. The City reserves the right to modify the scope of services as deemed appropriate and reserves the right to reject any and all submitted Bids. Enclosed is one bid package for the Product for the City of Hollister. The following is a brief summary of the Product to be bid:

- Two Hundred Fifty-Two (252) Tons of Recycled Rubber Impact Attenuation Surfacing Material for Public Playground Area

Please review all of the enclosed information and submit your sealed bids, labeled **“RECYCLED RUBBER IMPACT ATTENUATION SURFACING MATERIAL”** to:

City Clerk's Office
City of Hollister
375 Fifth Street
Hollister, CA 95023

All bids should be sent care of the City Clerk and must be received by the City no later than 3:00 p.m. on Friday, September 18, 2015. Bid openings will occur at this time. Bidders need not be present for consideration of contract award.

Please do not hesitate to contact me at (831) 636-4377 if you should have any questions.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Danny Hillstock". The signature is fluid and cursive, with the first name "Danny" and last name "Hillstock" clearly distinguishable.

Danny Hillstock, PE
Associate Engineer - Utilities

Enclosures

**BID DOCUMENT
CITY OF HOLLISTER
375 FIFTH STREET
HOLLISTER, CA 95023**

NOTICE INVITING BIDS

Notice is hereby given that the City of Hollister is requesting sealed bids for the list of materials, supplies, equipment, and/or services set forth in this document, subject to all conditions in this document, including addendums when applicable.

Sealed bids will be received at the Office of the City Clerk, 375 Fifth Street, Hollister, CA 95023, until **3:00 p.m. local time, on Friday, September 18, 2015** at which time they will be opened and publicly read.

**SECTION I
BID TITLE**

“RECYCLED RUBBER IMPACT ATTENUATION SURFACING MATERIAL” for the City of Hollister Vista Hill Park Maintenance Rehabilitation Project consisting of:

- Two Hundred Fifty-Two (252) Tons of Recycled Rubber Impact Attenuation Surfacing Material for Public Playground Area

ALL INQUIRES TO BE DIRECTED TO:

Danny Hillstock, P.E.
Associate Engineer - Utilities
City of Hollister
375 Fifth Street
Hollister, CA 95023
(831) 636-4377

SECTION II GENERAL INFORMATION

A. STANDARD REQUIREMENTS:

1. BID RESPONSES - All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the bid document. Bid on each item separately. Prices should be stated in units specified herein. **Each bid must be submitted on forms provided in a sealed envelope with the bid title and closing date on the outside.**
2. BRAND NAME, MAKE AND MODEL - Bid on brand name, make and model when given in Notice Inviting Bids. Bids on equal items will be considered, provided the bid clearly describes the goods, equipment or service offered and it is equal in quality and utility in the opinion of the City. If bidding on other than the brand, make and model specified in the Notice Inviting Bids, the manufacturer's name and catalog number of the substitute must be given in the deviation section and specifications must be attached to the bid.
3. TAXES, CHARGES AND EXTRAS - Sales taxes shall be shown on the Bid Form (Section IV) as a separate item. Any Federal Excise Tax, if applicable, shall also be listed separately. Charges for transportation, containers, packing, etc. shall be included in the base cost of the vehicle(s).
4. PATENTS - Bidders agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods, equipment or services specified in this contract.
5. DISCOUNTS - Cash discounts shall be considered in the evaluation of the bids. Bidder shall indicate terms as 1% - 10 days, net 30 days, or 2% - 10 days, net 30 days, etc. Where cash discounts are offered, the discount date shall begin upon receipt of goods or invoice of the City, whichever is later.
6. DELIVERY - Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. Bidders shall state the delivery date in terms of calendar days after notification of award of bid. Where the contract calls for performance, of labor, the bidder shall also state the number of calendar days required for completion after notification of award.
7. WARRANTY AND GUARANTEE - Bidder shall state the nature and period of any warranty or guarantee. The warranty and guarantee must be submitted with the bid document and shall be considered a part of this contract.

8. F.O.B. - All prices of the bid shall be F.O.B. destination Hollister, California, and delivery to any point within Hollister shall be without additional charges.
9. BUSINESS LICENSE - Upon award of bid, the successful vendor shall provide proof of current City of Hollister Business License if it is located in or performs services in the City of Hollister.
10. LATE BIDS - Bids received after the due date and time specified in this bid document will not be considered and will be returned unopened.
11. REJECTION OF BIDS - The City reserves the right to reject any and all bids received in response to this bid, if it is determined to be in the best interest of the City of Hollister to do so. The City of Hollister reserves the right to accept other than the lowest bid price when the best interest of the City is served by doing so.
12. WITHDRAWAL OF BIDS - Bidders are advised to become familiar with all conditions and instructions governing this bid document. Once the award has been made, failure to have read all information, instructions and specifications of this document shall not be cause to alter the original bid or for vendor to request additional compensation.
13. RIGHTS AND REMEDIES FOR DEFAULT - In case of default by vendor, the City may procure the goods, equipment or service from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor, if any, or by suit against vendor. The prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
15. EVIDENCE OF FINANCIAL STABILITY - Vendors may be required to provide an annual financial report or other evidence of financial stability.
16. CIVIL RIGHTS COMPLIANCE - Contractor must be in compliance with the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, which prohibit employment discrimination on the basis of race, color, religion, sex, national origin or age. This requirement shall apply, but not to be limited to, recruitment, employment promotion, demotion, transfer, compensation training, and termination. Contractor should also maintain an affirmative action plan to ensure the applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or age. In the event of the contractor's noncompliance with the clause, contractor may be declared ineligible for further contracts with the City of Hollister.
17. INSPECTIONS - The City shall have the right to inspect any goods, equipment or services specified herein. The goods, equipment and/or services must comply with all Federal, State and local safety regulations and/or ordinances. Goods, equipment or services that fail to comply with the specifications herein are subject to rejection at the option of the City. Any goods, equipment or material rejected

shall be removed from the premises of the City of Hollister at the expense of the vendor.

18. EXCEPTIONS - No exception to or deviation from this specification will be considered unless each exception or deviation is specifically stated as an exception and accompanied by a detailed description of the exception and/or deviation. The City of Hollister reserves the right to reject, as unresponsive, any offer not containing all requested information. If no exception or deviation is shown, the bidder will be required to furnish the equipment exactly as specified herein.
19. COMPLIANCE - The burden of proof of compliance with this specification is the responsibility of the bidder. Goods, equipment, or services that do not meet specifications upon delivery or offer to deliver, will be corrected to meet the specifications as stated in the bid document at the expense of the vendor.
20. AWARD OF CONTRACT - Award shall be made to the responsive and responsible bidder or offer or whose bid is the most economical for the purpose intended according to criteria designated in this bid document.

Bids shall be valid for ninety (90) days following the bid opening.

The City of Hollister reserves the right to accept or reject any or all bids and to waive informalities or irregularities.

Unless stipulated otherwise and/or unless bidder gives notice of all or none award in this bid, the City of Hollister may accept any item or group of items, or award on the basis of total bid.

21. INSTRUCTIONS TO BIDDERS: - Bidder's Signatures - All bids must be dated and signed with the firm's name and by an officer or employee authorized to make legally binding commitments on behalf of the firm. The name and title of the individual signing the bid document must be typewritten or printed below the signature line. The address, telephone number and date of signature must be typewritten or printed.

SECTION III - PRODUCT SPECIFICATIONS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MEETS SPECS</u> (Yes/No)	<u>DEVIATIONS FROM SPECIFICATIONS</u> (Please Describe)
1	<p>"Recycled Rubber Impact Attenuation Surfacing Material" per the following specifications or City approved equal. Bidder must respond to the sections "Meets Specs" or "Deviates from Specifications" with a yes or no response for each item. All deviations must be explained. Bids that do not respond to these questions may be subject to rejection.</p> <ul style="list-style-type: none"> ▪ Quantity 252 Tons ▪ Free of loose fiber, steel content, and foreign material ▪ Loose-filled mixture comprised of varying sizes 3/8" – 3/4 " ▪ Meets or exceeds the latest updated guidelines established for Playground Safety by the U.S. Consumer Product Safety Commission (CPSC), California Code of regulations Title 22 Chapter 22 22 "Safety Regulations for Playgrounds", and all other Federal and State regulations as applicable ▪ Test and certification for compliance with latest updated versions of ASTM F1292 for impact attenuation, ASTM F1951 for ADA ▪ Color – Saddle Brown, or proposed equivalent color, subject to City review and approval ▪ Non Toxic material ▪ Minimum seven (7) year warranty 		

**SECTION IV
BID FORM
PRODUCT PROCUREMENT SPECIFICATIONS**

The undersigned hereby agrees to furnish all materials, supplies, equipment and/or services set forth therein subject to all conditions in this bid document, including the general information, instruction to bidders, and product procurement specifications at prices indicated on this bid form. I have read and clearly understand all information in this bid document.

ITEM NO. 1 "Recycled Rubber Impact Attenuation Surfacing Material"

MANUFACTURER: _____ **MODEL:** _____
WARRANTY CONDITIONS AND TERMS: _____

DELIVERY DATE: _____

BASE COST PER TON: \$ _____

CA SALES TAX: \$ _____

TOTAL COST FOR ITEM NO. 1 \$ _____

FEDERAL EXCISE TAX (if applicable): _____

TOTAL COST (Items 1, inclusive)(basis of bid award): \$ _____

CASH DISCOUNT: \$ _____ **IF PAID IN** _____ **DAYS.**
Discount is not part of bid criteria.

BIDDER: _____

ADDRESS: _____
Street Address City State Zip

TELEPHONE: _____ **FAX:** _____

BY: _____
Authorized Signature Date

Please Print Name Title